

The complaint

Ms I has complained that an engineer sent by Intact Insurance UK Limited (Intact) in response to a home emergency claim caused damaged to her home.

References to Intact include companies acting on its behalf.

What happened

Ms I contacted Intact to make a home emergency claim to deal with a water leak. Ms I complained to Intact about how it dealt with the claim. Intact accepted that it could have dealt with the claim better. When Ms I brought her complaint to this Service, our Investigator upheld it. She said should pay Ms I's costs for arranging her own plumber and electrician and pay interest on those amounts, along with £350 compensation. Ms I accepted this outcome.

Following this, Ms I contacted Intact to claim for water damage to her boiler. She said this was down to the actions of Intact's engineer and it had cost her £240 to repair it. Intact responded to the complaint. It said the evidence showed that the leak its engineer had dealt with was in a different location to what Ms I had now reported. There was no way the original leak could have caused the reported damage to the boiler. It had also contacted the plumber Ms I had provided a report from about the damage, who was unable to recall carrying out the assessment. Ms I also hadn't given Intact the opportunity to assess the damage itself.

When Ms I complained to this Service, our Investigator didn't uphold it. He said it was reasonable for Intact to decline to deal with the damage. There wasn't evidence to show the leak Ms I had previously reported could have caused the damage to the boiler.

As Ms I didn't agree, the complaint was referred to me.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Having done so, I don't uphold this complaint. I will explain why.

Ms I has said that due to Intact's engineer's actions, her boiler was damaged. She provided a report from her own engineer that said:

"I can confirm that the Vaillant boiler at the above mentioned address was damaged due to water ingress due to the burst pipe incident which had occurred at this property. The water got into the boiler system, causing damage to its internal system, causing corrosion damage.

This affected the boilers heating & hot water system performance. Parts had to be replaced so the boiler was [performing] to its standards."

Intact has said it wasn't responsible for the damage. It said a video that was taken at the time of the leak showed it couldn't have caused damage to the boiler. Ms I had now provided a photo of where she said the leak had been, but this wasn't the same location as the engineer had found the leak. I've looked at the video and this showed that the leak was very close to the electric meters. I've also read a letter Ms I previously provided to this Service, in which she said she "*noticed a small leak on a lead pipe which was in my basement. The lead pipe was close to the electric meters and the water was sprinkling on the meter*". She explained the initial assessment the engineer carried out and "*Then the plumber took out a hammer and a chisel he tried to hit the pipe to stop the leak this made the pipe burst and as a result the water started gushing out*".

I've also looked at the photo Ms I provided in which she marked the location of the leak. This was a different location to what was shown in the video. It was higher up on the wall and much closer to the boiler. I think the evidence from the time of the engineer's visit showed the location of the leak was by the electric meters, rather than in the location shown in the photo.

I'm aware Ms I said the water was gushing from the pipe. I note that when, at that time, she described what had happened, she said she covered the electric meters to protect them from damage and commented on the height of the water rising from ground level. But, Ms I didn't say water had reached the boiler.

Intact also spoke to the company Ms I had provided a statement from about the damage to the boiler. The engineer had no recollection of the visit and didn't recall preparing the report, despite his name being listed on it. Intact also noted that the company name on the report was slightly different to the company name on the invoice. The engineer provided Intact with the details of another engineer. However, Intact was unable to contact that engineer to discuss the report. So, I think it was reasonable that Intact decided it was unable to validate the report.

When Intact replied to the complaint, it said:

"The damage noted on the boiler is not consistent with the location of [the] leak. As marked on the photo, you allege the leak was to the right of the boiler. By nature of a water leak, the water runs downwards. The only areas on the boiler water can ingress, is at the top or bottom, unless there is an active leak within the boiler itself. Therefore, if the water leak managed to reach the top of the boiler from its position, the water would have run through several other boiler components, to reach the condensing collector assembly.

The only part replaced was a condensing collector assembly. This is designed to collect condensation, liquid and gases. It often has a drain outlet connected to a condensate pipe, which leads to a suitable discharge point (e.g., a household drain or soakaway). Therefore, if water got into this, it is unlikely to have caused a boiler breakdown.

Whilst you originally stated the boiler had broken down, the letter supplied by your Private Engineer confirms the issue was affecting the products performance. It states the parts were fitted to ensure the boiler was performing to the correct standard."

I think Intact's conclusions were reasonable. Based on the invoice from Ms I's engineer, the only identified issue was with the condensing collector assembly, which was replaced. At that time, there was no reference to any corrosion. The later report referred to corrosion, but Intact was unable to confirm the details of the report with the engineer listed as having prepared it.

I've also looked at what happened and whether Intact should have dealt with it as a claim under the policy. The policy wording said:

"This policy is designed to assist you during an emergency. It will not cover situations that are not notified to us within 48 hours of the incident."

And:

"In the event you engage the services of a contractor prior to making contact with the Claims Helpline Service any costs incurred by you will not be covered by this insurance."

It also said it covered:

*"Emergency repairs following the complete breakdown of the primary heating system which:-
i) results in the complete loss of heating and/or
ii) results in the complete loss of hot water."*

I've seen no evidence that Ms I made Intact aware that she intended to arrange her own engineer. She only later made Intact aware of this. I also haven't seen evidence that the issue Ms I's engineer dealt with was because of a complete loss of heating or hot water. So, I don't think it needed to accept it as a claim under the policy.

Having looked at what happened, I think it was reasonable for Intact not to accept that its engineer was responsible for further damage to the boiler. I also don't think Intact needed to cover it as a claim under the policy. As a result, I don't uphold this complaint or require Intact to do anything else in relation to it.

My final decision

For the reasons I have given, it is my final decision that this complaint is not upheld.

Under the rules of the Financial Ombudsman Service, I'm required to ask Ms I to accept or reject my decision before 6 November 2025.

Louise O'Sullivan
Ombudsman